

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE October 22, 2004		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer / Symbol: Leslie Simpson / DESC-APE Phone: (703) 767-8531 Fax: (703) 767-8757 Email: Leslie.Simpson@dla.mil Purchase Program 8.1		CODE SP0600		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, St				X		9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0115	
						9b. DATED (SEE ITEM 11) June 17, 2004	
						10a. MODIFICATION OF CONTRACT/ORDER NO.	
						10b. DATED (SEE ITEM 13)	
BIDDER CODE:		CAGE CODE:					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended _____.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
(SEE CONTINUATION PAGE)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER LAWRENCE T. FRATIS			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

The subject solicitation is hereby updated to reflect the following changes:

1. The following account has been removed from the solicitation:
 - a. NASA 4808j
2. The note at the bottom of Installation Data Sheet NASA-JSC I Amend 5.xls has been updated with the following language:

Line Items 4808b and 4808i will be consolidated from two secondary distribution accounts to a single primary service (estimated time for consolidation is late 2004). The contracted energy values will remain the same for the new consolidated service. A new account service address and ESID will likely result. Offerors shall submit the same price for both accounts. No adjustment shall be made to the unit price once the consolidation occurs.

3. FOR NASA JOHNSON SPACE CENTER ACCOUNT NUMBER 1008901000183000017100 ONLY - The Government is soliciting blocks with an index price structure for energy taken above or below the block levels. The blocks solicited are 7/24 and 5/16; the index shall be based on the ERCOT MCPE.

As a result, the following clauses are hereby modified (highlighted in yellow):

- Part I (1)(h), Supplies to be Furnished (Electricity) on page 5.
- Part I (4)(l), Termination for Government's Convenience on page 11.
- Part I (8), Requirements on page 12.
- Part I (9), Electricity Pricing For Quantities Outside Established Load Bandwidth (Texas) on page 13.
- Part II (1)(b)(2), Part I- Executed RFP on page 16.
- Part II (3), Price Evaluation (Electricity) on page 18.

The following clause is hereby incorporated (new) into the solicitation (highlighted yellow):

- Part I (12), Pricing For Quantities Outside Established Blocks of Electricity on page 14.
4. The Fort Hood Invoice checklist has been updated to identify how Power Factor is handled.
 5. Please see #4 in Special Notes regarding changes in GRT and PUC fees.
 6. The following clause is hereby incorporated into the subject solicitation:

Regulatory Changes.

(1) The contract price includes all applicable ISO/RTO charges to be in effect during the performance period.

(2) After-imposed ISO/RTO charges, as used in this clause, means any new ISO/RTO charges subject to regulation that were exempted or excluded on the contract date but whose exemption was later revoked, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial or administrative action taking effect after the contract date. The contract price shall be increased by the amount of any after-imposed ISO/RTO charge (with no mark up), provided the Contractor warrants in writing that no amount for such newly after-imposed ISO/RTO charge was included in the contract price, as a contingency reserve or otherwise.

(3) After-relieved ISO/RTO charges, as used in this clause, means any amount of ISO/RTO charges subject to regulation, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the contract date. The contract price shall be decreased by the amount of any after-relieved ISO/RTO charges.

7. Please be advised, an additional delivery period has been incorporated.

16 month (January 2005 meter read through May 2006 meter read); 24 month (January 2005 meter read through January 2007 meter read); 23 month ONLY for NASA line item 4808m (February 2005 meter read through January 2007).

8. An additional statement under Price Evaluation has been added concerning the addition of the 16 month delivery period:

The Government will select the delivery period that has the lower price per installation.

9. Attachment III and the Installation Data Sheets have been updated to reflect the changes identified above.

